

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.

AND

CENTRAL FLORIDA TREATMENT CENTERS, INC.

AND

WAYNE IVEY, IN HIS OFFICIAL CAPACITY AS
SHERIFF OF BREVARD COUNTY, FLORIDA

AND

SPECIALIZED TREATMENT, EDUCATION AND PREVENTION SERVICES, INC.

AND

YESCARECHS TX, INC. D/B/A YESCARE

This Memorandum of Understanding (MOU) is a voluntary agreement between Central Florida Cares Health System, Inc. ("CFCHS"), ~~Brevard County Sheriff's Office~~ Wayne Ivey, in his Official Capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and Charter Officer ("SHERIFF" or "BCSO"), ~~YesCare~~ CHS, TX, Inc. Central Florida Treatment Centers ("CFTC"), and Specialized Treatment, Education and Prevention Services, Inc. ("STEPS") to expand currently offered services including (1) prescreening of incarcerated individuals for mental health and/or substance abuse indicators; (2) substance use disorder (SUD) treatment, including Medication Assisted Treatment (MAT) services; and (3) "warm handoff" reentry services to community-based organizations for reentry needs and to continue SUD therapies. These services will be provided to currently incarcerated individuals in the Brevard County Jail Complex prior to release into the Brevard County community.

BACKGROUND

Since July 2012, CFCHS, a not-for-profit organization, serves in the critical capacity of Managing Entity (ME) for state and federal funds for mental health and substance use services for Brevard, Orange, Osceola, and Seminole counties. CFCHS' mission is to manage an affordable high-quality behavioral health care system for persons with mental health and/or substance use disorders. CFCHS manages a services network comprised of 37 organizations who offer various levels of treatment options ranging from prevention to crisis support to residential treatment to outpatient services. As a managing entity, the behavioral health administration and management organization, our primary focus is to promote a comprehensive, seamless system of

recovery and resiliency to those individuals in our community who are in need of these services.

The BSCO-Sheriff operates the Brevard County Jail Complex. The jail is accredited through the Florida Corrections Accreditation Commission, and routinely houses over 1,600 inmates daily.

CHS, TX, Inc. d/b/a YesCare, Inc. (f/k/a Corizon Health), successor by merger to the rights and obligations of Corizon Health, Inc. hereunder ("YesCare") provides correctional healthcare nationwide, and specifically to the Brevard County Jail Complex inmates, offering comprehensive services including dental care, medical care, behavioral health care, pharmaceutical and reentry services. YesCare's primary mission is to optimize long-run cost savings by making judgment calls that consider the ultimate objective of improving lives through an elevated, preventive model of care.

CFTC is a for-profit provider organization within the CFCHS network. CFTC is an addiction and recovery treatment program specializing in MAT treatment for opioid and narcotic addictions. CFTC has been serving the needs of individuals suffering from addiction to heroin and pain medicine since 1983 through a team of clinical staff dedicated to helping patients build upon their strengths, resulting in healthy mental, physical, emotional, and spiritual recovery.

STEPS is a not-for-profit Commission on Accreditation of Rehabilitation Facilities accredited substance abuse treatment organizations whose mission is to provide a continuum of treatment for substance abusing individuals and individuals with co-occurring disorders, prioritizing those who are indigent, pregnant, postpartum, and/or have small children in Orange, Seminole, Osceola, and Brevard counties. STEPS is also a provider within the CFCHS network.

ROLES

CENTRAL FLORIDA CARES HEALTH SYSTEM, INC., lead applicant for the Improving Substance Use Disorder Treatment and Recovery Outcomes for Adults in Reentry (O-BJA-2022-171096) grant, CFCHS will serve in the following capacity:

- Provide all parties access to its System of Care (SOC) comprised of the 37 mental/behavioral health and substance use disorder providers;
- Program management for the Improving Substance Use Disorder Treatment and Recovery Outcomes for Adults in Reentry (O-BJA-2022-171096) grant
- Evaluation of the Improving Substance Use Disorder Treatment and Recovery Outcomes for Adults in Reentry (O-BJA-2022-171096) grant
- Generation of reports for the Improving Substance Use Disorder Treatment and Recovery Outcomes for Adults in Reentry (O-BJA-2022-171096) grant

BREVARD COUNTY SHERIFF'S OFFICE will continue to provide access to identified incarcerated individuals in the Brevard County Jail Complex with a SUD in need of treatment services through the current policies and procedures in place, as well as through an existing MOU with CFTC.

YESCARE, INC. will continue to work collaboratively with CFTC to prescreen and identify incarcerated individuals in the Brevard County Jail Complex with a SUD in need of treatment services through the current policies and procedures in place.

CENTRAL FLORIDA TREATMENT CENTERS will serve as the lead provider of services for this grant opportunity. CFTC will expand upon existing SUD treatment and reentry services for individuals incarcerated within the Brevard County Jail Complex. CFTC will provide mental/behavioral health counseling as well as MAT services to include Methadone and Suboxone.

SPECIALIZED TREATMENT, EDUCATION AND PREVENTION SERVICES, INC. will provide reentry services to individuals pre- and post-incarceration through their OUD navigator. The OUD navigator will work with clients to connect them to community-based organizations such as, but not limited to, treatment partners, employers, educators, and health care providers to facilitate comprehensive services within the continuum of care. STEPS will also provide all three types of MAT including Methadone, Suboxone and Vivitrol.

INSURANCE

CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall maintain general and professional claims made liability insurance policies covering its services performed under this Agreement providing minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate, or such higher amounts as required by state or local law, regulation, or medical society practice. Any insurance policies obtained by CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) to comply with this Section shall cover any claims, lawsuits, or investigations arising out of any of the acts or omissions of the CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.). CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall maintain all of its required insurance policies in force during the entire term of this Agreement, inclusive of any renewal periods. CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall maintain liability insurance coverage after the termination of this Agreement for a period equal to all applicable statutes of limitations, to ensure coverage for any actions brought or claims which may be made arising out of any of the services rendered hereunder by CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) or under the direction of CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.).

INDEMNIFICATION

- a. To the extent liability has not been expressly limited elsewhere in this Agreement, CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) agree to indemnify, defend, and hold harmless SHERIFF, its members, directors, employees, independent contractors and agents, against any and all claims, damages, injuries, fines, penalties, costs, judgments, lawsuits, or fees of any kind whatsoever based upon or arising out of the acts or omissions of CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA

~~CORIZON, INC.)~~ or any of its members, directors, employees, independent contractors or agents under this Agreement or related to treatment of CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ patients. The provisions of this section shall survive expiration or termination of this Agreement for any reason.

- b. Without waiving the protections of sovereign immunity accorded to the SHERIFF as a constitutional officer in the State of Florida, as set forth in Florida Statutes Chapter 768, the Sheriff shall hold harmless CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~, its members, directors, employees, independent contractors, or agents against any and all claims, loss, liability, damages, injuries, fines, penalties, costs, judgments, lawsuits, or fees, including reasonable attorneys' fees and costs, of any kind whatsoever based upon or arising out of the act or omissions of SHERIFF, or his employees, members, or agents under this Agreement. The provisions of this section shall survive expiration or termination of this Agreement for any reason.

PUBLIC RECORDS & CONFIDENTIAL INFORMATION

CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ agree to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of six (6) years after termination of this contract, or if an audit has been initiated and audit finding have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement. All records shall be maintained by CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ and BCSO in accordance with the Florida Public Records Laws, HIPAA, CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ security and confidentiality policies and this contract. Persons duly authorized by the CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ and Federal auditors, pursuant to 45 CFR, Part 92.42 (c) (1) and (2), shall have full access to and the right to examine any said records and documents during said retention period or as long as records are retained, whichever is later.

All parties agree to follow all applicable laws, rules, and regulations regarding confidentiality of information including, but not limited to, HIPAA, 42 and 45 CFR.

All parties will agree to:

1. Not to disclose individual's names or any part of protected health information (PHI) to any party.
2. To provide aggregate data related to program outcomes and effectiveness.
3. To secure all data in a manner compliant with all privacy rules, including HIPAA, 42 and 45 CFR, and other applicable rules and regulations.

CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ understand and agree that SHERIFF is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. To the extent CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ agree to retain public records on behalf of the SHERIFF; CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA ~~CORIZON, INC.)~~ will upon request by SHERIFF provide to SHERIFF

those retained public records that are requested. A request to inspect or copy public records relating to this Contract for Services must be made directly to the SHERIFF and CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall not release a public record in response to a request arising from anyone other than the SHERIFF. To the extent CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) is “acting on behalf of the SHERIFF” CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall be subject to the following provisions:

- a. As required by §119.0701, Fla. Stat., CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall (1) Keep and maintain public records required by the SHERIFF to perform the Services; (2) Upon request from the SHERIFF, provide the SHERIFF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) does not transfer the records to the SHERIFF; (4) Upon completion of the Contract, transfer, at no cost, to the SHERIFF all public records in possession of CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) or keep and maintain public records required by the SHERIFF to perform the Service. If the CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) transfers all public records to the SHERIFF upon completion of the Contract, the CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) keep and maintain public records upon completion of the contract, CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SHERIFF, upon request from the SHERIFF’s custodian of public records, in a format that is compatible with the information technology systems of the SHERIFF.
- b. If CFTC, CFCHS, STEPS, or YESCARE, INC. (FKA CORIZON, INC.) fails to produce the public records as required by §119.0701, Fla. Stat. it may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CFTC, CFCHS, STEPS, or YESCARE, INC. (FKA CORIZON, INC.). In the event of such breach, in addition to all other remedies available, CFTC, CFCHS, STEPS, or YESCARE, INC. (FKA CORIZON, INC.) shall pay to SHERIFF all incidental and consequential damages arising from such breach, including attorneys’ fees and costs incurred by the SHERIFF in defending a public records action as well as those assessed against the SHERIFF in such public records action.
- c. The term “public record” as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the SHERIFF. Guidance as to whether something is a

“public record,” whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the SHERIFF’s Legal Services Unit or the SHERIFF Records Department; provided that CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) hereby agree that neither the SHERIFF’s Legal Services Unit nor the SHERIFF Records Department is providing legal or other advice to be relied upon by CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.).

IF CFTC, CFCHS, STEPS, OR YESCARE, INC. (FKA CORIZON, INC.) HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CFTC, CFCHS, STEPS, OR YESCARE, INC. (FKA CORIZON, INC.)’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: BCSO RECORDS DEPARTMENT, 700 S. PARK AVENUE, TITUSVILLE, FL 32780 – (321) 264-5214 – RECORDS@BCSO.US

In the event of an improper disclosure the parties agree to notify the other partners of the disclosure within two business days of discovery of the disclosure. The parties agree to cooperate in the investigation and to taking the appropriate steps to correct and remedy any damage caused by the improper disclosure. Nothing in this MOU shall require a nonbreaching party in an improper disclosure situation to contribute any funds to pay any fines, penalties, or costs, associated with the improper disclosure, required notices, reports, or remedies.

~~Nothing in this MOU creates a right of action against the parties to this MOU, their officers, employees, or agents that is not already recognized in federal or state law. This MOU is only for the benefit of CFCHS, BCSO, YesCare, CFTC and STEPS. No other party is a beneficiary of this MOU, or has the right to enforce this MOU, or have a cause of action for its breach.~~

The party that was the source of the improper disclosure, agrees to defend, indemnify, and hold harmless all other parties.

All parties agree to use the CFCHS designated site and to complete all required HIPAA and security awareness training before accessing the site. Should PHI be shared in error, all parties agree not share the data any further, to notify the other parties, and to immediately destroy any data containing PHI.

ASSIGNMENT & THIRD-PARTY RIGHTS

This MOU is only for the benefit of CFCHS, BCSO, YesCare, CFTC and STEPS. No other party is a beneficiary of this MOU, or has the right to enforce this MOU, or have a cause of action for its breach.

INDEPENDENT CONTRACTOR STATUS

CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) are independent contractors and all CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) agents, faculty and employees shall remain agents, faculty and employees of CFTC, CFCHS, STEPS, AND YESCARE, INC. (FKA CORIZON, INC.) while performing under this agreement. This Agreement does not create a partnership, joint venture or agency relationship. Parties do not have authority to enter into contracts on each other's behalf.

EQUAL OPPORTUNITY EMPLOYMENT/PROCUREMENT

Neither party, in performing under this agreement, shall discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

LITIGATION AND VENUE

In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Eighteenth Judicial Circuit in Brevard County, Florida.

TERMINATION

Any party may terminate this MOU with a written 30-day notice to the other parties.

This MOU shall begin on the date which all parties have signed and shall terminate upon notice given to the other parties herein. Any provisions of this MOU in conflict with the Improving Substance Use Disorder Treatment and Recovery Outcomes for Adults in Reentry (O-BJA-2022-171096) grant shall be superseded by the grant requirements.

IN WITNESS THEREOF, the parties have agreed to by their officials authorized signature to the stipulations in this **58-page** MOU.

BREVARD COUNTY SHERIFF'S OFFICE:

Signature

Printed Name and Title

Date

CENTRAL FLORIDA CARES HEALTH SYSTEM, INC. REPRESENTATIVE:

Signature

Printed Name and Title

Date

CENTRAL FLORIDA TREATMENT CENTERS:

Signature

Printed Name and Title

Date

YESCARECHS TX, INC D/B/A YESCARE:

Signature

Printed Name and Title

Date

SPECIALIZED TREATMENT, EDUCATION AND PREVENTION, INC.:

Signature

Printed Name and Title

Date